

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
&
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

FOR PREPARATION OF STUDIES FOR
THE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDORS
THROUGH LOS ANGELES COUNTY

The Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA) and the Los Angeles County Metropolitan Transportation Authority (LACMTA) (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding the preparation of technical studies for the High-Speed Passenger Rail Corridors through Los Angeles County (the "PROJECT") with regard to the following matters:

RECITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes a corridor into and through Los Angeles County (referred to herein as the "Corridor"); and

WHEREAS, the authority has responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.a.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4); and

WHEREAS, the Southern California Association of Governments (SCAG) adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG's region's travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, LACMTA is involved in the planning, funding, construction and/or operation of heavy and light rail transit, buses and/or commuter train services in Los Angeles County and is considering inter-modal service integration, including linkages to the proposed HST service; and

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of proposed improvements and enhancements to the Los Angeles HST Corridor in a manner which best enhances state and regional transportation networks, and in a manner which reduces or eliminates unnecessary duplicative efforts.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The Authority will consult with the LACMTA in the development of an Alternatives Analysis and identification of a Preferred Alternative (PA) in each HST Corridor located entirely or partly within Los Angeles County, and the Parties will work together in the preparation and completion of required planning and technical studies, engineering and environmental analysis for the construction and operation of California's HST system in Los Angeles County.

2. The PARTIES agree to form a technical working group including staff and consultants of the CHSRA and LACMTA for the purpose of sharing information, providing technical and policy input, reviewing deliverables and providing comments that facilitate completion of the necessary technical work related to the project environmental review process for the sections of the HST system within Los Angeles County. The PARTIES agree that staff for each PARTY will cooperate fully in the exchange of information and will work together to assist in the identification of the PA in each HST corridor.

3. The PARTIES agree that any CHSRA proposal to use of any LACMTA-owned Rights-of-Way, property and/or facilities in the HST Corridor will require LACMTA Board of Directors approval. . In addition, CHSRA will solely bear the cost of the preparation of any studies, conceptual designs or engineering and design related to the use of existing LACMTA facilities by the HST system. LACMTA agrees to provide to the CHSRA "as built" drawings of LACMTA facilities, as well as existing engineering, right of way and environmental information in its possession pertinent to the HST studies.

4. Unless otherwise agreed in writing in this and as an amendment to this MOU, and authorized by competent authority, each PARTY shall bear any costs it incurs in relation to this MOU without expectation of reimbursement or subsidization by any other PARTY, subject to the following understanding:

(a) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Los Angeles Corridor HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA's certified Final Program EIR/EIS for the Proposed HST System).

(b) LACMTA will be a responsible agency concerning the Project and will assist in the development of plans and studies that provide for dedicated connection to existing, planned, and proposed transit facilities under the control of LACMTA or funded and supported by LACMTA in Los Angeles County. LACMTA will participate in development of planning studies that propose a physical connection between the HST System to existing, planned, and proposed transit facilities or from such transit facilities to the HST System, utilization of LACMTA-owned Rights-of-Way, and other analysis and development planning that establishes or strengthens a clear nexus of the Los Angeles County regional transportation system and the HST System that directly and substantially improves inter-modal connectivity and serviceability for the transportation of passengers or property. Such good faith efforts do not imply acceptance or authorization to use LACMTA owned facilities or right of ways and any such use is subject to LACMTA Board approval.

(c) LACMTA and CHSRA will jointly study and determine the feasibility and practicality of developing and/or sharing joint use facilities such as stations, rail yards, storage and maintenance facilities, and repair facilities, and will share the costs related to study and planning of such joint use facilities.

(d) If additional tasks are requested by more than one PARTY, those PARTIES agree to pay an equal share of the costs of such additional work, unless they agree to a different allocation of costs among or between them for such work.

5. CHSRA will take into account and coordinate with, to the extent it is appropriate to do so, the other technical studies and proposed improvements which have been prepared, and will be prepared, by other PARTY or other agencies with reference to the HST corridors within Los Angeles County. CHSRA will be responsible for obtaining the necessary documents to do such tasks. Each other PARTY hereto shall inform CHSRA of such studies and proposed improvements of which it has knowledge during the term of this MOU and make available to the CHSRA information it has concerning such studies and proposed improvements.

6. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor including community and agency constraints, and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

7. All PARTIES will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTY for Corridor improvement.

8. Each PARTY agrees to encourage public awareness of and involvement in the PROJECT and decision processes concerning the Corridor in which the PARTIES, or any of them, are engaged.

9. Each PARTY agrees that the primary purpose, intent and spirit of this MOU are to continue and to expand cooperation and coordination among the PARTIES and to develop the framework for future Cooperative Agreements. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals.

10. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority.

11. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other PARTY to this MOU in a manner consistent with the law. It is not intended by this MOU that any PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which any other PARTY may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or regulatory authorities and responsibilities of any of the signatories.

12. It is noted that there may be differences in the nature of what CHSRA is studying and that which the other PARTY will be considering. This MOU does not constitute a decision by CHSRA or by its staff regarding the selection, timing, or phasing of one HST corridor or segment, or any part of such a segment, over another as part of the HST system defined in the certified Program EIR/EIS and approved by CHSRA. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making authority or that of any PARTY.

13. Each PARTY shall identify and inform each other PARTY of the name of and contact information for a technical lead person to exchange information between the PARTIES concerning the PROJECT.

14. Each PARTY agrees to cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECT and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

15. Pursuant to Government Code Section 895.4, each party shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of or in connection with any work performed by and or service provided by the indemnifying party or its officers, agents employees, contractors and subcontractors under this MOU.

16. The PARTIES agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.

17. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

18. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. Each party shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful applicable orders, rules and regulations in performing pursuant to this MOU.

19. This MOU constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

20. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY'S control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.

21. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

California High-Speed Rail Authority

925 L Street, Suite 1425

Sacramento, CA 95814

Attention: Carrie Pourvahidi, Chief Deputy Director

(916) 324-1541, cpourvahidi@hsr.ca.gov

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, CA 90012-2952

Attention: Robin Blair, Director of Transportation Planning

(213) 922-3074, blairr@metro.net

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

22. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by all the PARTIES. This MOU shall continue in full force and effect through December 31, 2011, unless terminated earlier by mutual written consent of all the PARTIES. Any PARTY may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to each other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed as to the date opposite their signatures.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY:

APPROVED AS TO FORM

MEHDI MORSHED
Executive Director

General Counsel

Date

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY:

APPROVED AS TO FORM

ARTHUR T. LEAHY
Chief Executive Officer

Deputy

Date